UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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| UNIVERSAL CITY STUDIOS, INC., Plaintiff, | : | 82 Civ. 4259 (RWS) |
| -against- | : | PLAINTIFF'S RESPONSES TO DEFENDANTS' FIRST REQUEST FOR ADMISSIONS |
| NINTENDO CO., LTD. and NINTENDO OF AMERICA, INC., Defendants. | : | |

Plaintiff Universal City Studios, Inc. ("Universal") by its attorneys, Townley & Updike, responds to Defendants' First Request for Admissions, pursuant to Rule 36 of the Federal Rules of Civil Procedure, as follows:

1. Nintendo of America, Inc. and Nintendo Co. Ltd. (collectively "Nintendo") are the creators of the name and character "Donkey Kong" and the audio-visual game "Donkey Kong."

Response: Admit that Nintendo Co. Ltd. created the character Donkey Kong and the audio-visual game titled "Donkey Kong," but deny that it "created" that portion of the name comprised by the word "Kong" or that Nintendo of America, Inc. created the name, character or the audio-visual game.

2. Nintendo is the exclusive owner of the registered copyright for the audio-visual work embodied in the Donkey Kong video game.

31. During the negotiations leading to the May 12, 1982 agreement, Coleco asked Universal to set forth the source of its alleged rights in King Kong.

Response: Admit that during the negotiations leading to the May 12, 1982 agreement, Coleco inquired of Universal as to the source of Universal's rights in King Kong.

32. At no time during the negotiations leading to the May 12, 1982 agreement with Coleco did Universal reveal to Coleco the source of its alleged rights in King Kong as arising out of the documents identified in this litigation as that source (i.e. the documents identified in response to Nintendo First Interrogatory No. 1).

Response: Deny.

33. At no time during the negotiations leading to the May 12, 1982 agreement with Coleco did Universal reveal to Coleco the fact of the litigation commenced in California entitled: Universal City Studios, Inc. v. RKO General, Inc., Dino DeLaurentiis Corporation, and Richard Cooper, CV 75-3526 (C.D. Cal. 1975).

Response: Deny.

34. Universal has no agreement with Coleco whereby it has any right to control or supervise Coleco's exploitation of Donkey Kong.

Response: Admit.

35. Universal does not exercise any control or supervision over Coleco's exploitation of Donkey Kong and has never asked for the right to exercise such control or supervision.

Response: Admit.

36. All of Coleco's Donkey Kong products clearly state that Donkey Kong is a trademark and copyright of Nintendo and bear no reference to Universal.

Response: Admit that Coleco's Donkey Kong products identify Donkey Kong as a trademark of Nintendo and bear no reference to Universal..

37. Universal has never requested Coleco to place any reference to Universal on Coleco's Donkey Kong products.

Response: Admit.

38. Universal has received more than $3.5 million in royalties from Coleco on Donkey Kong products pursuant to the May 12, 1982 agreement.

Response: Admit.

39. On January 19, 1983, Universal reached a written agreement with Atari pursuant to which Universal was to receive

royalties from Atari on the sale of Donkey Kong products. An authentic duplicate of that agreement is attached hereto as Exhibit 4.

Response: Admit.

40. Universal has no agreement with Atari whereby it has any right to control or supervise Atari's exploitation of Donkey Kong.

Response: Admit.

41. Universal does not exercise any control or supervision over Atari's exploitation of Donkey Kong and has never asked for the right to exercise such control or supervision.

Response: Admit.

42. During the negotiations leading to the January 19, 1983 agreement, Atari asked Universal to set forth the source of its alleged rights in King Kong.

Response: Deny.

43. At no time during the negotiations leading to the January 18, 1983 agreement with Atari did Universal reveal to Atari the source of its alleged rights in King Kong as arising out of the documents identified in this litigation as that

source (i.e. the documents identified in response to Nintendo First Interrogatory No. 1).

Response: Deny.

44. At no time during the negotiations leading to the January 19, 1983 agreement with Atari did Universal reveal to Atari the fact of the litigation commenced in California entitled: Universal City Studios, Inc. v. RKO General, Inc., Dino DeLaurentiis Corporation, and Richard Cooper, CV 75-3526 (C.D. Cal. 1975).

Response: Deny.

45. All of Atari's Donkey Kong products clearly state that Donkey Kong is a trademark and copyright of Nintendo and bear no reference to Universal.

Response: Admit that Atari's Donkey Kong products identify Donkey Kong as a trademark of Nintendo and bear no reference to Universal.

46. Universal has never requested Atari to place any reference to Universal on Atari's Donkey Kong products.

Response: Admit.

47. On or about March 31, 1983, Universal reached a written agreement with Ruby-Spears pursuant to which Universal

was to receive monies from Ruby-Spears on the exploitation of Donkey Kong television programs. An authentic duplicate of that agreement is attached hereto as Exhibit 5.

Response: Admit.

48. Universal has no agreement with Ruby-Spears whereby it has any right to control or supervise Ruby-Spears' exploitation of Donkey Kong.

Reponse: Admit.

49. Universal does not exercise any control or supervision over Ruby-Spears' exploitation of Donkey Kong and has never asked for the right to exercise such control or supervision.

Response: Admit.

50. All Ruby-Spears' Donkey Kong television programs clearly state that Donkey Kong is a trademark and copyright of Nintendo and bear no reference to Universal as a trademark owner or disassociate Universal or its affiliates from Donkey Kong.

Response: Admit that Ruby-Spears' Donkey Kong television programs identify Donkey Kong as a trademark of Nintendo.

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51. Universal has never requested Ruby-Spears to place any reference to Universal on Ruby-Spears' Donkey Kong television programs identifying Universal as a trademark owner or disassociating Universal or its affiliates from Donkey Kong.

Response: Admit.

52. During the negotiations leading to the agreement on or about March 31, 1983, Ruby-Spears asked Universal to set forth the source of its alleged rights in King Kong.

Response: Deny.

53. At no time during the negotiations leading to the March 31, 1983 agreement with Ruby-Spears did Universal reveal to Ruby-Spears the source of its alleged rights in King Kong as arising out of the documents identified in this litigation as that source (i.e. in response to Nintendo First Interrogatory No. 1).

Response: Deny.

54. At no time during the negotiations leading to the March 31, 1983 agreement with Ruby-Spears did Universal reveal to Ruby-Spears the fact of the litigation commenced in California entitled: Universal City Studios, Inc. v. RKO General, Inc., Dino DeLaurentiis Corporation, and Richard Cooper, CV 75-3526 (C.D. Cal. 1975).

75. On or about June 15, 1982, Universal entered into a written agreement with RKO General, Inc. providing for an assignment of causes of action. An authentic duplicate of that agreement is attached hereto as Exhibit 20.

Response: Admit.

76. On or about January 3, 1983, Universal's attorneys, on behalf of Universal, sent letters to Nintendo licensees stating, inter alia, that Donkey Kong was an infringement of King Kong.

Response: Admit.

77. Exhibit 21 is an authentic duplicate of one of the letters which was sent to Nintendo's licensees on or about January 3, 1983.

Response: Admit.

78. Exhibit 21 is substantially identical in content to all the letters sent to Nintendo's licensees on or about January 3, 1983 advising Nintendo's licensees that Universal took the position that Donkey Kong was an infringement of King Kong.

Response: Admit that Exhibit 21 is representative of the letters sent to Nintendo's licensees on or about January 3, 1983.

79. Exhibit 22 is an authentic duplicate of a letter dated August 31, 1981 from William J. Pasco of Tiger to Steve Adler.

Response: Admit.

80. Exhibit 23 is an authentic duplicate of a letter dated September 9, 1981 from William J. Pasco of Tiger to Loretta Sifuentes.

Response: Admit.

81. Exhibit 24 is an authentic duplicate of the licensing agreement executed between Universal and Tiger Electronic Toys Inc. ("Tiger").

Response: Admit.

82. Exhibit 25 is an authentic duplicate of the amendment to the licensing agreement executed between Universal and Tiger.

Response: Admit.

83. Exhibit 26 is an authentic duplicate of a mailgram sent by Universal to Tiger on or about May 4, 1982.

Response: Admit.

84. Exhibit 27 is an authentic duplicate of a May 8, 1982 mailgram sent by Universal to Tiger.

Response: Admit.

85. Exhibit 28 is an authentic duplicate of a letter dated May 5, 1982 from Randy Rissman, president of Tiger, to Loretta Sifuentes of Universal.

Response: Admit.

86. Exhibit 29 is an authentic duplicate of a letter dated June 4, 1982 from Randy Rissman, president of Tiger to Steve Adler of Universal.

Response: Admit.

87. Exhibit 30 is an authentic duplicate of a letter dated July 7, 1982 from Randy Rissman of Tiger to Steve Adler.

Response: Admit.

88. Exhibit 31 is an authentic duplicate of a letter dated May 18, 1982 from Henry S. Kaplan, attorney for Tiger, to Robert Hadl.

Response: Admit.

89. Exhibit 32 is an authentic duplicate of a letter dated May 18, 1982 from Henry S. Kaplan, attorney for Tiger, to Robert Hadl.